

RECORDATION NO. 13220-F Filed 1420

COUNTERPART

APR -1 1982 -11 02 AM

INTERSTATE COMMERCE COMMISSION

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PURCHASE AGREEMENT ASSIGNMENT

dated as of  
September 15, 1981

\_\_\_\_\_

by and between

OXYCHEM PROPERTIES CORPORATION,

Assignor,

and

AUBREY G. LANSTON & CO., INC.,

Assignee.

\_\_\_\_\_

Oxychem Properties Lease No. F-321L

General American Transportation Corporation

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PURCHASE AGREEMENT ASSIGNMENT

THIS PURCHASE AGREEMENT ASSIGNMENT dated as of the 15th day of September, 1981, between OXYCHEM PROPERTIES CORPORATION, a California corporation (the "Assignor"), and AUBREY G. LANSTON & CO., INC., a New York corporation (the "Assignee"),

W I T N E S S E T H:

WHEREAS, the Assignor has entered into the following order contracts (the "Purchase Agreements"), copies of which are attached hereto, for the purchase of the following described railroad equipment:

<u>Date</u>	<u>Seller</u>	<u>No. of Units</u>	<u>Railroad Equipment</u>	<u>Identification Marks</u>
June 26, 1981	General American Transportation Corporation	46	90 ton chlorine tank cars, DOT 105A500W	HOKX 8423- HOKX 8468

WHEREAS, Assignee, as lessor, and Assignor, as lessee, have entered into that certain Equipment Lease Agreement dated as of April 1, 1981 (the "Lease"), pursuant to the terms and conditions of which Assignor will lease from Assignee those units of said railroad equipment which are made subject to the Lease on or prior to December 31, 1981 (the "Units"); and

WHEREAS, the Assignee wishes to acquire the Units pursuant to the terms and conditions of the Lease, and the Assignor is willing to assign to the Assignee, on the terms and conditions hereinafter set forth, the Assignor's rights and interest under the Purchase Agreements to the extent that the Purchase Agreements pertain to the Units, and the Assignee is willing to accept such assignment;

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Filed and recorded with the Interstate Commerce Commission pursuant to the Interstate Commerce Act 49 U.S.C. §11303, on the \_\_\_\_\_ day of \_\_\_\_\_, 1981 at \_\_\_\_\_, recordation number \_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Assignor has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over unto the Assignee all the Assignor's right, title and interest in and to the Purchase Agreements to the extent that the Purchase Agreements pertain to the Units. The Assignee hereby accepts such assignment.

2. It is expressly agreed that, anything herein contained to the contrary notwithstanding, the Assignor shall at all times remain liable to each Seller under and in accordance with the respective Purchase Agreement, and the Assignee shall not have any obligation or liability under the Purchase Agreements by reason of, or arising out of, this Purchase Agreement Assignment or be obligated to perform any of the obligations or duties of the Assignor under the Purchase Agreements or to make any payment other than to pay the purchase price for each Unit in accordance with the terms of the respective Purchase Agreement and the Lease.

3. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Assignee may reasonably request in order to obtain the full benefits of this Purchase Agreement Assignment and of the rights and powers herein granted.

4. The Assignor does hereby represent and warrant that (i) each Purchase Agreement is in full force and effect and enforceable in accordance with its terms and that the Assignor is not in default thereunder; (ii) the Assignor has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Purchase Agreement Assignment shall remain in effect, the whole or any part of the rights hereby assigned to anyone other than the Assignee; and (iii) the Assignor will not, so long as this Purchase Agreement Assignment shall remain in effect, enter into any agreement with any Seller which would materially amend or modify, or rescind, cancel or terminate, any Purchase Agreement without the prior written consent of Assignee, which consent shall not be unreasonably withheld.

5. The Assignee agrees that it will not enter into any agreement with any Seller which would amend, modify, rescind, cancel or terminate any Purchase Agreement without the prior written consent of the Assignor.

6. So long as no Event of Default under the Lease or event which, with the lapse of time or the giving of notice or both, would be such an Event of Default, shall have occurred and be continuing, the Assignee hereby assigns to the Lessee, for and during the term of the

Lease, any and all Seller and manufacturer warranties issued on or applicable to the Units, and the Assignee hereby authorizes the Assignor during the term of the Lease to obtain at the Assignor's sole expense any and all services furnished in connection therewith by any Seller or any manufacturer. Assignor hereby accepts such assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement Assignment to be duly executed as of the day and year first above written.

Assignor:

[SEAL]

OXYCHEM PROPERTIES CORPORATION

Attest:

\_\_\_\_\_

By

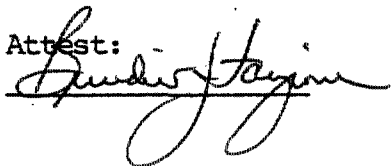
\_\_\_\_\_  
Title:

Assignee:

[SEAL]

AUBREY G. LANSTON & CO., INC.

Attest:

  
\_\_\_\_\_

By

  
\_\_\_\_\_  
Title: PRESIDENT

Lease, any and all Seller and manufacturer warranties issued on or applicable to the Units, and the Assignee hereby authorizes the Assignor during the term of the Lease to obtain at the Assignor's sole expense any and all services furnished in connection therewith by any Seller or any manufacturer. Assignor hereby accepts such assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement Assignment to be duly executed as of the day and year first above written.

Assignor:

OXYCHEM PROPERTIES CORPORATION

[SEAL]

Attest:

*Jeannette*

By

*R.B. Casriel*  
Title:

Assignee:

AUBREY G. LANSTON & CO., INC.

[SEAL]

Attest:

\_\_\_\_\_

By

\_\_\_\_\_  
Title:

STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES   )

On this 23 day of September, 1981 before me personally appeared R. B. Casriel, to me personally known, who being by me duly sworn, says that he is Vice President of OXYCHEM PROPERTIES CORPORATION, that one of the seals affixed to the foregoing Purchase Agreement Assignment is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Betty Jo Baty  
Notary Public

My Commission expires \_\_\_\_\_

STATE OF NEW YORK       )  
COUNTY OF NEW YORK   )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1981 before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is \_\_\_\_\_ of AUBREY G. LANSTON & CO., INC., that one of the seals affixed to the foregoing Purchase Agreement Assignment is the seal of said corporation, that said Purchase Agreement Assignment was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1981 before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is \_\_\_\_\_ of OXYCHEM PROPERTIES CORPORATION, that one of the seals affixed to the foregoing Purchase Agreement Assignment is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

STATE OF NEW YORK       )  
COUNTY OF NEW YORK     )

On this 23rd day of September, 1981 before me personally appeared John B. Ford, to me personally known, who being by me duly sworn, says that he is President of AUBREY G. LANSTON & CO., INC., that one of the seals affixed to the foregoing Purchase Agreement Assignment is the seal of said corporation, that said Purchase Agreement Assignment was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the fre act and deed of said corporation.

Thelma Ewig  
Notary Public

My Commission expires \_\_\_\_\_

THELMA EWIG  
Notary Public, State of New York  
No. 31-11253/5  
Qualified in New York County  
Commission Expires March 30, 1983

CONSENT AND AGREEMENT

The undersigned, GENERAL AMERICAN TRANSPORTATION CORPORATION (the "Seller"), hereby acknowledges notice of and consents to all of the terms of the foregoing Purchase Agreement Assignment (the "Assignment", the defined terms therein being hereinafter used with the same meaning as defined therein) and hereby confirms to the Assignee that:

(i) the Assignee shall not be liable for any of the obligations or duties of the Assignor to the Seller under any Purchase Agreement, nor shall the Assignment give rise to any duties or obligations whatsoever on the part of the Assignee owing to the Seller except for the obligation of the Assignee to pay the purchase price for a Unit in accordance with the terms of the respective Purchase Agreement and the Assignment in the event such Unit is made subject to the Lease;

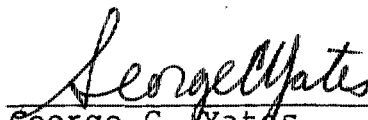
(ii) the Seller hereby represents and warrants that each Purchase Agreement to which the Seller is a party constitutes as of the date thereof and at all times thereafter to and including the date of this Consent and Agreement a binding obligation of the Seller, enforceable, with respect to the Units listed in the Assignment, against the Seller in accordance with its terms; and

(iii) by consenting to the terms of the Agreement, the Seller does not intend to modify its rights and obligations under any Purchase Agreement.

Dated: 25 September, 1981


GENERAL AMERICAN  
TRANSPORTATION CORPORATION

By:

  
George C. Yates  
Senior Vice President -  
Operations

[Seal]

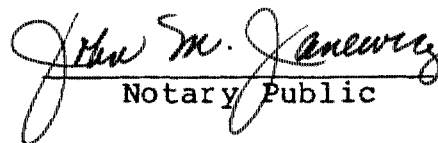
Attest:

  
Assistant Secretary



STATE OF ILLINOIS )  
COUNTY OF COOK )

On this 25th day of September before me personally appeared George C. Yates, to me personally known, who being by me duly sworn, says that he is a Senior Vice President of General American Transportation Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission expires October 5, 1981

1145D

June 26, 1981

PURCHASE ORDER

OXYCHEM PROPERTIES CORPORATION

Oxychem Properties Corporation agrees to buy and General American Transportation Corp. agrees to sell the railcars specified below under the terms and conditions stated herein. This purchase order between Oxychem Properties Corporation and General American Transportation Corp. supersedes all prior offers, tenders, bids, proposals and discussions relating to the acquisition of (46) 90 ton DOT 105A500W pressure, non-coiled and insulated tank cars for chlorine service. This purchase order constitutes the entire agreement between Oxychem Properties Corporation and General American Transportation Company.

Price and Quantity - 46 - 90 ton chlorine tank cars at \$54,200 per car plus ~~\$475 per car for Wabco pac brakes~~ plus \$1055 per car for Porter paint system plus freight to points designated by Oxychem Properties Corporation. Base price per car of \$54,200 to be escalated from June 1, 1981 to delivery.

General Conditions - per Exhibit A

Specifications - per Exhibit B

Delivery - 46 Chlorine tank cars  
September/October, 1981.  
Location of delivery is plant or facility designated by Oxychem Properties Corporation.

OXYCHEM PROPERTIES CORPORATION

By: Kalle C.

Title: VICE PRESIDENT

Date: 6/29/81

1018d

GENERAL AMERICAN TRANSPORTATION CORPORATION

By: George C. Yates

Title: Senior Vice President, Operations

Date: September 24, 1981

## GENERAL AMERICAN TRANSPORTATION CORPORATION

QUOTATION TO:

DATE: June 2, 1981

HOOKER CHEMICAL CO.

INQ. #: 10471-A-S

DESCRIPTION: Twenty (20) to forty six (46) 90-ton, Class DOT-105A500-W, non-coiled, insulated, equipped with 100-ton trucks, tank cars suitable for LIQUID CHLORINE Service per our Estimate Data Sheet No. TC-7254 attached.

SALES PRICE: \$54,200.00 per car f.o.b. Sharon, Pennsylvania.

LEASE RATE:

ALTERNATES: Add for Customer Special Paint, add \$1,055.00 per car to Sales Price.

NOTE: THE LEASE RATES LISTED DO NOT APPLY TO ANY EQUIPMENT UTILIZED IN UNIT TRAIN SERVICE OR TRANSPORTED MORE THAN 8,000 LOADED MILES DURING ANY CALENDAR YEAR.

DELIVERY: Start September 1981

DELIVERY QUOTED IS SUBJECT TO CONFIRMATION AT TIME OF RECEIPT OF FIRM ORDER, AS WELL AS APPROVAL OF THE ATTACHED DATA SHEET. DELIVERY ALSO SUBJECT TO DELAYS DUE TO CAUSES BEYOND OUR CONTROL, WHETHER OR NOT EXISTING THIS DATE, WHICH MAY AFFECT US, OUR PLANT OR OUR SOURCES OF SUPPLY.

## COST ADJUSTMENTS:

THE SALES PRICE AND/OR LEASE RATE QUOTED IN THIS PROPOSAL ARE BASED ON PRICES OF MATERIALS, SPECIALTIES, FREIGHT RATES AND LABOR COSTS IN EFFECT 6-1-81. IN THE EVENT OF ANY INCREASE OR DECREASE IN THE PRICES OF MATERIALS, SPECIALTIES, FREIGHT RATES OR LABOR COSTS, INCLUDING ANY ADDED COMPENSATION FOR INSURANCE, SECURITY BENEFITS, ETC., OUR SALES PRICE AND/OR LEASE RATE ARE SUBJECT TO INCREASE OR DECREASE ACCORDINGLY. LEASE RATES WILL BE ADJUSTED AT THE RATE OF \$1.25 PER \$100.00 INCREASE IN LABOR AND MATERIAL COSTS.

## TERMS:

FOR PURCHASED CARS NET CASH TEN (10) DAYS.

WARRANTY, DISCLAIMER, LIMITATION OF REMEDIES AND TAXES: SEE REVERSE SIDE.

## REMARKS:

THESE PRICES INCLUDE PAINT AS INDICATED ON THE ATTACHED DATA SHEET. ANY CHANGES WILL NECESSITATE EITHER AN INCREASE OR DECREASE.

THE DESIGN QUALITY AND COMPONENT PARTS OF EACH CAR SHALL CONFORM TO ALL DEPARTMENT OF TRANSPORTATION REQUIREMENTS AND SPECIFICATIONS FOR NEW EQUIPMENT AND TO ALL STANDARDS RULES AND SPECIFICATIONS OF THE ASSOCIATION OF AMERICAN RAILROADS INTERPRETED AS BEING APPLICABLE TO NEW RAILROAD EQUIPMENT OF THE CHARACTER OF SUCH CARS, AS OF THE DATE OF THIS PROPOSAL.

THIS QUOTATION IS SUBJECT TO CUSTOMER HAVING AN ACCEPTABLE CREDIT RATING.

cb

#### TAXES:

LEASE RATE INCLUDES ALL APPLICABLE PROPERTY TAXES. ALL OTHER TAXES ARE FOR THE ACCOUNT OF THE PURCHASER OR LESSEE AND ARE NOT INCLUDED IN THE SALES PRICE AND/OR LEASE RATE QUOTED HEREIN.

#### WARRANTY:

SELLER GUARANTEES TO BUILD THE CARS IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS AND (EXCEPT AS TO ITEMS SPECIFIED BY BUYER AND NOT MANUFACTURED BY SELLER OR EXCEPT ITEMS FURNISHED OR SUPPLIED BY BUYER), THAT THE CARS WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE. THIS WARRANTY DOES NOT APPLY TO LEASED CARS.

SELLER'S OBLIGATIONS UNDER THIS WARRANTY SHALL BE LIMITED TO REPAIRING OR REPLACING, F.O.B. ITS MANUFACTURING PLANT, ANY PART OR PARTS OF ANY OF THE CARS WHICH SHALL WITHIN ONE (1) YEAR AFTER DELIVERY OF ANY SUCH CARS BE RETURNED TO THE SELLER WITH TRANSPORTATION CHARGES PREPAID AND WHICH THE SELLER'S EXAMINATION SHALL DISCLOSE TO ITS SATISFACTION TO HAVE BEEN DEFECTIVE OR NOT IN CONFORMITY WITH THE REQUIREMENTS OF THIS AGREEMENT, WHEN SHIPPED; PROVIDED THAT BUYER NOTIFIES SELLER IN WRITING PROMPTLY AFTER DISCOVERY OF SUCH DEFECT AND MAKES SUCH DEFECTIVE CAR PROMPTLY AVAILABLE FOR ANY REPAIR.

EXCEPT AS STATED IN THE PRECEDING PARAGRAPH AND EXCEPT AS TO TITLE, THERE ARE NO GUARANTEES OR WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE, EXPRESS, IMPLIED OR STATUTORY.

CONTRACTOR SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, HOWSOEVER CAUSED.

## GATX TANK CAR DIVISION

## ESTIMATE DATA SHEET

EXHIBIT "B"

Est. No. TC 7254

B.O. No. \_\_\_\_\_

**CUSTOMER** HOOKEE CHEMICAL CO. **Date** 12-9-80

**No. Cars** 46 **Nom. Size** 90-Ton **Class Constr.** DOT 105A500W

**Commodity** Chlorine **Class Stencilled** DOT 105A500W

**Shell Capacity — Gallons** 17,368 Gallons **Est. Lt. Wt.** 82,300#

**Water Weight — Lbs.** 144,646 Pounds **Est. Gross Wt.** 263,000# Max

**Filling Density — Percent** 125% **Wt./Gal.** - - -

**Effective Commodity Capacity — Lbs.** 180,808 Pounds **Clearance Diag.** Plate "B"

**ANK** 102" ID x 38'-1" BBL x 42'-4" IDH **MANWAY NOZZLE** 18" ID x 6-1/4" High

**Leads** 13/16" Nom - 2:1 Ellipsoidal **Manway Neck** 1" Tk (Min) - Flued

**Shell** .7874" - 4 Rings **ANCHOR** None-Short Draft Sills

**Tank Material** AAR TC-128 Gr B Steel Plate

**Manway Cover Pl.** ASTM A-516 Gr 70, Normalized **Discharge Pipe** (2) 1-1/4" Sch 80 Steel

**Safety Valve** 375# Crosby, 1-1/2" JQ; 255-334 **Angle Valve** (4) 1" Plug Type w/Monel Trim

**Bonnet** Steel Shell & Cover **Test Tube** None 280-79

**Check Valves** On Liquid Lines; High Cap'y 275-97 **Gaug. Device** None

**Pump** None **Thermo. Well** None

**Fittings Are Mounted On Manway Cover Plate And Are Protected By A Bonnet With Hinged Cover.**

**All Gaskets JM #76 Asbestos.**

**COILS —Size & Material** None

**No. Lines & Location** None

**INSULATION** 4" Urethane Foam @ 2# Density **At Bolster** Yes **At Anchor** None

**ACKET** A-569; 7 Ga Heads, 11 Ga Shell - All Welded Type

**Home Platform/DIV** Rect Type AAR Open Grating; Steel **Tank Band/Bolt** None-Integral Steel Cradle

**UNDERFRAME Type** 9801 Stub Sill w/Lift Lugs **Center Sill** Short Am Std 15" C @ 40#; A-572

**Length Over Striker Plates** 45'-8" **Truck Centers** 34'-9"

**Air Brakes** ABDW w/10" x 12" Cylinder w/Slack Adjuster **Running Boards** AAR Open Grtg @ End Sill; S1

**Handbrake** Vertical Wheel Type w/Long Release Handle **Draft Gear** Cardwell Westinghouse Mark 50

**Side Safety Rails And End Handrails** 1-1/4" Sch 40 Steel Pipe

**RUCKS Capy** 100 Ton **Type** Barber S-2-C Stabilized

**Trake Beam** AAR #24 Unit Type **Wheels** 36" Dia One Wear Stl; Rim Trt'd

**Journal Brgs.** AAR 6-1/2" x 12" Timken Only **Side Brgs.** Double Roller Type

**Spring Travel** 3-11/16" (Alloy) **Brake Shoes** AAR H-4

**\*) With AAR SE60CE Couplers and AAR Y40AE Yokes**

**Tank Interior** GATX Standard Clean - Remove Loose Mill Scale & Rust; Sweep Clean

**Exterior Surface Preparation** SSPC - SP-6-52 Gritblast

**Painting** DWG 1200-4046 (26) Cars **Stencilling** AAR/DOT

DWG 1200-4056 (20) Cars

(SEE REVERSE SIDE FOR REMARKS)

June 1, 1981

FILE: TC 7254

COMMENTS & EXCEPTIONS  
REGARDS HOOKER CHEMICAL COMPANY  
CHLORINE TANK CAR SPECIFICATIONS  
RECEIVED SHARON 11/20/80

1. Tank car quoted is GATX standard for chlorine service and includes customer specialties except as noted in items below.
2. Shell plate thickness is .7874 in accordance with DOT 105A500W specification of weld efficiency of E=1.0.
3. Truck mounted brakes are listed as an alternate for sale cars only.
4. GATX standard foam insulation is 2# nominal density.
5. Brake shoes included in base quote are AAR H-4 for unit type brakes and AAR H-2 for WABCO PAC brake system.
6. Base quote includes GATX standard exterior paint. We have quoted customer spec paint scheme as an alternate. The alternate system is comprised of one (1) coat of Porter #308 "zinc-lock" primer and one (1) top coat of Porter # MCR 65 (color #5017P, dark blue-gray). Total dry-film thickness will be six mils.